



SO ORDERED.

SIGNED this 05 day of July, 2005.



LEIF M. CLARK
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

IN RE: § CASE NO. 03-54498

CHARLIE V. LANDY, and § CHAPTER 13
PATRICIA A. LANDY,

DEBTORS. §

CHARLIE V. LANDY, and § ADV. NO. 05-5105
PATRICIA A. LANDY,

PLAINTIFFS, §

v. §

COUNTRYWIDE HOME LOANS, §

DEFENDANT. §

FINAL AGREED JUDGMENT

Based upon the agreement of the parties that neither party is making any admission of liability, or the extent of damages and that based upon the agreement, and that this *Final Agreed Judgment* be entered by the Court, it is hereby

ORDERED that Defendant shall cancel the foreclosure sale set for July 5, 2005 with respect to the real property that is the subject of this litigation;

ORDERED that Plaintiffs shall withdraw the Motion to Reconsider Default they filed on June 17, 2005 in the bankruptcy case;

ORDERED that within ten (10) days following the entry of this Judgment, Plaintiffs shall deliver to Defendant the sum of \$2,090.00 in certified or otherwise "good funds," to be applied against the amount of the post-petition arrears to be added to the Proof of Claim pursuant to this Judgment;

ORDERED that within thirty (30) days following the entry of this Judgment, Defendant shall amend its Proof of Claim (and Plaintiffs shall thereafter provide payment under an amendment to the Chapter 13 Plan) to include the post-petition arrears through July 31, 2005, including any foreclosure sale costs incurred and the attorneys' fees incurred in the defense of this litigation, less the amount of \$2,090.00 paid by Plaintiffs hereinabove;

ORDERED that upon the receiving \$2,090.00 from the Plaintiffs, Defendant shall withdraw each Notice of Termination and Notice of Default relating to default under the Agreed Order entered June 1, 2004; the Automatic Stay shall remain in full force and effect, with the regular payments thereunder to resume August 1, 2005; and the parties hereto shall abide by the terms and conditions of the said Agreed Order, for which time shall be of the essence;

ORDERED that, except as provided hereinabove, each and every cause and claim held by Plaintiff against Defendant and its predecessors, successors, and their agents, arising out of or related to the acts and occurrences set forth in the Adversary Complaint filed herein shall be, and hereby is, waived and released.

ORDERED that, except as provided hereinabove, each party is to bear its own attorneys' fees and costs of suit herein.

This is a final judgment, and this terminates and closes the adversary proceeding.

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APPROVED AS TO FORM AND SUBSTANCE:

/s/ Charles Bondurant 7/1/2005

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